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August 3, 2017

**VIA ELECTRONIC FILING**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive  
Columbia, South Carolina 29210

RE: Natural Gas Agreement between South Carolina Electric & Gas Company and  
Waste Industries, LLC  
Docket No. 2017-86-G

Dear Ms. Boyd:

Enclosed for filing only is Amendment One to Agreement for Transportation Service with  
Firm Gas Standby between South Carolina Electric & Gas Company and Waste Industries, LLC.

By copy of this letter, we are providing the South Carolina Office of Regulatory Staff with  
a copy of the enclosed document for its records.

If you have any questions, please advise.

Very truly yours,

K. Chad Burgess

KCB/kms  
Enclosures

cc: Jeffrey M. Nelson, Esquire  
Dawn Hipp  
(both via electronic mail and U.S. First Class Mail w/enclosure)

AMENDMENT ONE TO AGREEMENT FOR TRANSPORTATION SERVICE WITH  
FIRM GAS STANDBY

This Amendment One, made and entered into this 28<sup>th</sup> day of July, 2017, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and WASTE INDUSTRIES LLC, its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Seller provides transportation service to Buyer under the terms of an Agreement for Transportation Service with Firm Gas Standby dated March 1, 2017, and

WHEREAS, Buyer and Seller have agreed to amend the Agreement for Transportation Service with Firm Gas Standby between Buyer and Seller to increase the MDQ to 175/dts., increase the MHQ to 61/dts., and to decrease the Delivery Pressure to 115-135 psi..

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

- A. This Amendment One shall become effective on August 1, 2017.
- B. Paragraph 1, SCOPE OF DELIVERY, is deleted and replaced with the following:
  - 1. SCOPE OF DELIVERY

Seller acknowledges that Buyer may utilize a source of gas other than system supply gas from Seller's sources. Buyer's gas may be transported to Buyer by Seller under the Transportation services provision of this Agreement. Natural gas is provided hereunder to satisfy Buyer's requirements when Seller is not providing transportation services.

Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, up to the Maximum Daily Quantity of natural gas which shall not be subject to interruption or curtailment except for conditions as set forth in Article IV, Paragraph 3, of the General Terms and Conditions hereto attached. The Maximum Daily Quantity of Firm Gas shall be 175 dekatherms per day. Any gas taken by Buyer above the Maximum Daily Quantity, without Seller's advance approval, shall be Unauthorized Overrun Gas and shall subject Buyer to the penalty rate per dekatherm set forth in Article IV, Paragraph 5, of the General Terms and Conditions to Industrial Service Agreements hereto attached. Deliveries of Firm Gas under this paragraph of the Agreement shall be utilized by Buyer only in Priority-of-Service Category 3A as set forth in Article III, Paragraph 1, of the General Terms and Conditions hereto attached. Buyer shall

purchase all gas tendered by Seller up to the Maximum Daily Quantity whenever and to the extent Buyer has a requirement for fuel in the Priority-of-Service Category set forth herein.

- C. Paragraph 2, HOURLY DELIVERIES, is deleted and replaced with the following:

2. HOURLY DELIVERIES

Seller shall not be obligated to make hourly deliveries of gas pursuant to Paragraph 1 above at an hourly rate exceeding 61 dekatherms per hour. Seller reserves the right to regulate the flow of gas delivered hereunder by means of automatic or manually operated flow control valves so as to limit the hourly flow of gas within the specified quantity.

- D. Paragraph 4, DELIVERY PRESSURE, is deleted and replaced with the following:

4. DELIVERY PRESSURE

Seller agrees to use due care and diligence to furnish gas hereunder at such uniform pressure as Seller may elect up to, but not exceeding 135 pounds per square inch gauge, and not less than 115 pounds per square inch gauge, at the "Point of Delivery". Buyer shall be responsible for the installation and operation of adequate safety equipment downstream of the Point of Delivery so as to relieve or control pressure variations within the limits described above that may, for any reason through malfunction of Seller's equipment or otherwise, occur on Buyer's side of the "Delivery Point".

- E. Paragraph 5(b), NOMINATION PROCEDURES, is deleted and replaced with the following:

(b) NOMINATION PROCEDURES

Seller agrees to accept and transport up to 175 dekatherms, excluding shrinkage volumes, of natural gas on a daily basis. Buyer will notify Seller at least five (5) days prior to the end of the month the volumes of gas, in dekatherms, to be transported on a daily basis during the next calendar month. Buyer has the right to change the volume to be transported during the month on a daily basis. It is Buyer's responsibility to notify producers and connecting pipelines regarding any change in transportation volumes. Seller will accept changes in daily volumes dispatched from either Southern or Transco; however, Seller reserves the right to limit or restrict the volumes accepted and transported at any time whenever, in Seller's sole opinion, operating conditions warrant a limitation or restriction on the acceptance or delivery of transportation gas. Limitations or restrictions may be because of, but not limited to, the utilization of deliverability capacity of Seller for Seller's system supply requirements.

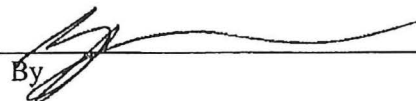


- F. The term of this Amendment One shall be the same as the term of the Agreement for Transportation Service with Firm Gas Standby currently in effect.
- G. No other provisions of the Agreement for Transportation Service with Firm Gas Standby between Seller and Buyer are altered by this Amendment One.

IN WITNESS WHEREOF, this Amendment One to Agreement for Transportation Service with Firm Gas Standby has been executed on the date first above written by the parties hereto, by their officers or other representatives.

WASTE INDUSTRIES LLC

Buyer

By 

Title

Date

MANAGING DIRECTOR

7/28/17

SOUTH CAROLINA ELECTRIC & GAS COMPANY

Seller

By 

By William G. Watkins

Manager - Large Customer Accounts & Services

Title

Date

7/31/17